IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Civil Writ Petition No. 2348 of 2006

Date of decision: March 15, 2007.

Ved Parkash Sehtiya

....Petitioner

Vs.

State of Haryana and others

....Respondents.

Present: Petitioner in person.
Mr.Ajay Nara, Advocate for HUDA.

JUDGMENT

M.M.Aggarwal, J.

According to the petitioner, he had submitted application to HUDA for allotment of residential plot and had paid the required money along with application form. Then he was allotted residential plot No. 126, Sector 20, Sirsa vide allotment letter dated 30.11.1984, copy Annexure P-1. Thereafter, he had paid another amount of Rs.7162.50 paise on 27.12.1984 in compliance of terms and conditions No.5 in the allotment letter. However, allotment of the plot had been cancelled without issuing notice in compliance with provisions of Section 17(1) (2) of Haryana Urban Development Authority

Act, 1977. Therefore this writ petition was filed for issuance of direction to respondent-HUDA that plot be not sold to any other person and further direction to issue possession letter and deliver physical possession of Plot No.126 in Sector 20 to the petitioner.

On behalf of the respondents, written statement was filed in which it was admitted that plot was allotted to the petitioner. It was stated that petitioner had deposited Rs. 13,736.25 paise up to the year 1985. Then petitioner was being asked to pay the remaining amount by way of instalments due but then petitioner made request in January 1987 that due to adverse financial position, he was unable to deposit the remaining instalments due and intended to surrender the plot in question. Thereafter Rs. 3739.40 paise i.e. 10% of the cost including interest element was deducted and remaining amount of Rs. 9996.85 paise was refunded to the petitioner vide cheque No. 129114 dated 16.2.1987. That cheque was got enclosed by the petitioner. Respondents had also pleaded that plot in question has since been allotted to some other person.

Petitioner who had appeared in person to argue this petition did not deny that he had encashed the chque issued by the respondents.

Present writ petition had been filed in the year 2006 after about 20 years. Copies Annexures P-12 dated 27.11.1986 and Annexure P-13 dated 14.1.1987 are the letters of HUDA asking the petitioner to deposit annual instalment.

It comes out that petitioner did not deposit the instalments due and then had made request for surrendering the plot and accepted the refund. When notices copies Anneuxres P-12 and P-13 were sent for asking the petitioner to

pay the amount of annual instalments and these were not complied then there was definitely breach of conditions of transfer. Instead of paying the instalments, petitioner requested for surrendering the plot and accepted refund of the amount deposited. It cannot be said that there was any breach/violations of Section 17(1) (2) of Haryana Urban Development Authority Act, 1977.

Under these circumstances, there is no merit in the writ petition and the same is dismissed.

(M.M.Aggarwal)
Judge

March 15, 2007
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